

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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U.S. DISTRICT COURT E.D.N.Y.

★ NOV 06 2008 ★

BROOKLYN OFFICE

Civil Action No. 08 CV _____

08 4494

COMPLAINT
JURY TRIAL DEMANDED

BLOCK, J.

MANN, M.J.

-----X
CANUS CONSTRUCTION, INC.

Plaintiff,

-against-

NAVILLUS TILE, INC.
d/b/a NAVILLUS CONTRACTING,

Defendant.
-----X

Plaintiff Canus Construction, Inc. ("Canus"), by its undersigned attorneys, as and for its
Complaint against Defendant Navillus Tile, Inc. d/b/a Navillus Contracting alleges as follows:

PARTIES

1. Canus is a corporation formed and existing pursuant to the laws of Edmonton, Alberta, Canada with its principal place of business at 13030-146th Street, Edmonton, Alberta, Canada 5SL 2H7 and is duly qualified to do business in New York State.

2. Upon information and belief, defendant Navillus Tile, Inc. d/b/a Navillus Contracting ("Navillus") is a corporation formed under and existing pursuant to the laws of the State of New York with its principal place of business at 53-18 11th Street, Long Island City, New York 11101.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) as there is complete diversity of citizenship between the plaintiff and defendant and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

4. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(a) as Navillus resides in this district and a substantial part of the events or omissions giving rise to the claim occurred in this district.

FACTS COMMON TO ALL CAUSES OF ACTION

5. On or about November 4, 2005, Navillus, in its capacity as a contractor, entered into a written sub-contract with Canus, in its capacity as sub-contractor, for millwork to be fabricated by Canus for delivery and installation at the Office of Emergency Management located at 165 Cadman Plaza East, Brooklyn, New York for an agreed-upon price of \$412,000.

6. Thereafter, Navillus and Canus agreed to various change orders, or extras, which increased the sub-contract price by \$93,981.19 to \$505,981.19.

7. Between approximately December 21, 2005 and July 27, 2006, Canus submitted the following payment requisitions totaling \$505,981.19 to Navillus pursuant to the sub-contract:

<u>Date</u>	<u>Payment Requisition No.</u>	<u>Amount</u>
December 21, 2005	1	\$ 22,610.00
February 15, 2006	2	\$159,984.75
March 21, 2006	3	\$143,058.60
April 20, 2006	4	\$117,157.50
May 20, 2006	5	\$ 37,871.28
July 27, 2006	6	\$ 25,299.06

A copy of these requisitions is annexed hereto as Exhibit 1.

8. Navillus received and accepted the requisitions identified in paragraph 7 without protest or objection.

9. On or about September 8, 2006, the architect and site supervisor from Navillus signed off on Canus' punch-list, confirming that Canus had fully satisfied all of its obligations under the sub-contract. A copy of their sign off is annexed hereto as Exhibit 2.

10. Despite Canus' performance of all its obligations under the sub-contract, to date it has only received payments totaling \$391,399.98, including payments received from Navillus General Contractors, leaving a balance due and owing to Canus of \$114,581.21.

11. No portion of the \$114,581.21 due and owing to Canus has been paid despite repeated demands.

AS AND FOR A FIRST CAUSE OF ACTION
(Account Stated)

12. Canus repeats and realleges the allegations contained in paragraphs 1 through 11 hereof with the same force and effect as if set forth at length herein.

13. Between approximately December 21, 2005 and July 27, 2006 Canus rendered to Navillus full and true accounts of the indebtedness owed to Canus by Navillus by reason of the millwork fabricating and related services performed by Canus at the Office of Emergency Management project in Brooklyn, New York in the aggregate sum of \$505,981.19.

14. Navillus accepted Canus' payment requisitions referred to in paragraph 7 without protest or objection, but has only paid \$391,399.98 against these requisitions, leaving a balance due and owing to Canus of \$114,581.21.

15. Navillus is liable to Canus for an account stated in the amount of \$114,581.21, together with interest at the rate of 9% from the date of each uncontested payment requisition.

AS AND FOR A SECOND OF ACTION
(Breach of Contract)

16. Canus repeats and realleges the allegations contained in paragraphs 1 through 15 hereof with the same force and effect as if set forth at length herein.

17. Navillus entered into an agreement with Canus pursuant to Navillus agreed to pay Canus for millwork fabricated, delivered and installed pursuant to the sub-contract.

18. Canus discharged all its obligations under the sub-contract.

19. Navillus breached its agreement with Canus by failing to pay its payment requisitions in full.

20. Canus has been damaged as a result of these breaches of the sub-contract in the sum of \$114,581.21, together with interest at the rate of 9% from the date of each uncontested payment requisition.

AS AND FOR A THIRD CAUSE OF ACTION
(Work, Labor and Services)

21. Canus repeats and realleges the allegations contained in paragraphs 1 through 20 hereof with the same force and effect as if set forth at length herein.

22. The reasonable and agreed-upon value of the work, labor and services rendered to, accepted and retained by Navillus, as reflected on Canus' unpaid requisitions was \$505,981.19 of which only \$391,399.98 has been paid.

23. By reason of the foregoing, Navillus owes Canus \$114,581.21, together with interest at the rate of 9% from the date of each uncontested payment requisition.


WHEREFORE, Canus demands judgment as follows:

(i) On its first cause of action, judgment against Navillus in the amount of \$114,581.21 plus interest from the date of each unpaid requisition;

- (ii) On its second cause of action, judgment against Navillus in the amount of \$114,581.21 plus interest from the date of each unpaid requisition;
- (iii) On its third cause of action, judgment against Navillus in the amount of \$114,581.21 plus interest from the date of each unpaid requisition;
- (iv) All together with costs and such other and further relief as the Court deems proper.

Dated: New York, New York
October 29, 2008

SNOW BECKER KRAUSS P.C.

By 
Ronald S. Herzog (RH-4932)

Attorneys for Plaintiff Canus Construction, Inc.
605 Third Avenue
New York, New York 10158
(212) 687-3860

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISIONS OF STRUCTURES

PAYMENT REQUISITION: Part C

Estimate for Contract Payment No.

(Contractor to attach Part A and complete Lines 1 - 8 and Contractor's Certificate)

1. ORIGINAL CONTRACT SUM	\$412,000.00
2. NET CHANGE BY APPROVED, REGISTERED CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE(1 + OR - 2)	\$412,000.00
4. TOTAL COMPLETED & STORED (Column H on Part A&B)	\$ 23,800.00
5. RETAINAGE/STORED MATERIALS WITHHOLDING	
A. 1 % <input type="checkbox"/> Completed Work (Columns E + F on Part A&B)	
B. 5 % <input type="checkbox"/> Completed Work (Columns E + F on Part A&B)	1,190.00
C. 15 % <input type="checkbox"/> Stored Material (Columns G on Part A&B)	
D. 25 % <input type="checkbox"/> CM Basic Fee (Construction Phase only) (Columns G on Part A&B)	
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in Part A + 5B)	\$1,190.00
6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITHHOLDING (Line 4 less Line 5 Total)	\$22,610.00
7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITIONS (Line 14 from all prior Requisitions)	\$0.00
8. CURRENT PAYMENT DUE	\$22,610.00
9. AMOUNT WITHHELD BY CPM	\$0.00
REASONS:	
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9)	\$22,610.00
11. AMOUNT WITHHELD BY EAO	\$0.00
REASONS:	
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less Line 11)	\$22,610.00
13. AMOUNT WITHHELD BY CFO	\$0.00
REASONS:	
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less Line 13)	\$22,610.00

CONTRACTOR'S CERTIFICATE

The undersigned Subcontractor certifies that all units, quantities, and prices of work and material shown on this estimate are correct; that all work has been performed and materials supplied in full accordance with terms and conditions of the contract between NAVILLUS CONTRACTING INC, and "Subcontractor" dated "Subcontract Date", and all authorized changes thereto; that all Contract reports are attached; that all outstanding claims for labor, materials and equipment for the performance of said contract, have been paid in full in accordance with the requirements of said Contract, except the outstanding claims listed in the attached sheet, "Certificate of Contractor to the Comptroller"; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "Current Payment Due" has been received.

Signature _____ Federal taxpayer I.D.# _____
 Name (Print) _____ Date _____
 Title (Print) _____ (Invoice Date)

CONSTRUCTION PROJECT MANAGER'S CERTIFICATE

I certify that I have verified this estimate and that to the best of my knowledge and belief it is a true and correct statement of the work performed and materials supplied by the Contractor and that all work and material included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding construction contract documents and authorized changes thereto. I further certify that I have verified that certificates of non-discrimination have been obtained from the Contractor and all Subcontractors who performed any work covered by this payment and that the Subcontractor's Payment Form, if applicable to this payment, has been obtained.

Contract Time _____ Signature _____ Date: _____
 Time Consumed to Date _____ Name (Print) _____
 Time Elapsed _____ Title (Print) _____
 Work Completed _____ If CM signature above, Accepted by DDC Employee:

(DDC Employee Signature)

(Sign-off Date)

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISIONS OF STRUCTURES
PAYMENT REQUISITION: Part C

Estimate for Contract Payment No. #2

(Contractor to attach Part A and complete Lines 1 - 8 and Contractor's Certificate)

1. ORIGINAL CONTRACT SUM	\$ 412,000.00
2. NET CHANGE BY APPROVED, REGISTERED CHANGE ORDERS	\$16,625.58
3. CONTRACT SUM TO DATE (1 + OR - 2)	\$428,625.58
4. TOTAL COMPLETED & STORED (Column H on Part A&B)	\$ 192,205.00
5. RETAINAGE/STORED MATERIALS WITHHOLDING	
A. 1 % of Completed Work (Columns E + F on Part A&B)	
B. 5 % of Completed Work (Columns E + F on Part A&B)	9,610.25
C. 15 % of Stored Material (Columns G on Part A&B)	
D. 25 % of CM Basic Fee (Construction Phase only) (Columns G on Part A&B)	
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in Part A + 5B)	\$9,610.25
6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITHHOLDING (Line 4 less Line 5 Total)	\$182,594.75
7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITIONS (Line 14 from all prior Requisitions)	\$22,610.00
8. CURRENT PAYMENT DUE	\$159,984.75
9. AMOUNT WITHHELD BY CPM	\$0.00
REASONS:	
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9)	\$159,984.75
11. AMOUNT WITHHELD BY EAO	\$0.00
REASONS:	
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less Line 11)	\$159,984.75
13. AMOUNT WITHHELD BY CFO	\$0.00
REASONS:	
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less Line 13)	\$159,984.75

CONTRACTOR'S CERTIFICATE

The undersigned Subcontractor certifies that all units, quantities, and prices of work and material shown on this estimate are correct; that all work has been performed and materials supplied in full accordance with terms and conditions of the contract between NAVILLUS CONTRACTING INC. and "Subcontractor" dated "Subcontract Date", and all authorized changes thereto; that all Contract reports are attached; that all outstanding claims for labor, materials and equipment for the performance of said contract, have been paid in full in accordance with the requirements of said Contract, except the outstanding claims listed in the attached sheet, "Certificate of Contractor to the Comptroller"; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "Current Payment Due" has been received.

Signature Carolyn Hahn Federal taxpayer I.D.# 86-0667700
 Name (Print) Carolyn Hahn Date February 15, 2006
 Title (Print) Accountant (Invoice Date)

CONSTRUCTION PROJECT MANAGER'S CERTIFICATE

I certify that I have verified this estimate and that to the best of my knowledge and belief it is a true and correct statement of the work performed and materials supplied by the Contractor and that all work and material included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding construction contract documents and authorized changes thereto. I further certify that I have verified that certificates of non-discrimination have been obtained from the Contractor and all Subcontractors who performed any work covered by this payment and that the Subcontractor's Payment Form, if applicable to this payment, has been obtained.

Contract Time _____ Signature _____ Date: _____
 Time Consumed to Date _____ Name (Print) _____
 Time Elapsed _____ Title (Print) _____
 Work Completed _____ If CM signature above, Accepted by DDC Employee:

(DDC Employee Signature)

(Sign-off Date)

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISIONS OF STRUCTURES

PAYMENT REQUISITION: Part C

Estimate for Contract Payment No. **3**

(Contractor to attach Part A and complete Lines 1 - 8 and Contractor's Certificate)

1. ORIGINAL CONTRACT SUM	\$ 412,000.00
2. NET CHANGE BY APPROVED, REGISTERED CHANGE ORDERS	\$16,625.58
3. CONTRACT SUM TO DATE(1 + OR - 2)	\$428,625.58
4. TOTAL COMPLETED & STORED (Column H on Part A&B)	\$ 318,993.00
5. RETAINAGE/STORED MATERIALS WITHHOLDING	
A. 1 % of Completed Work (Columns E + F on Part A&B)	
B. 5 % of Completed Work (Columns E + F on Part A&B)	15,949.65
C. 15 % of Stored Material (Columns G on Part A&B)	
D. 25 % of CM Basic Fee (Construction Phase only) (Columns G on Part A&B)	
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in Part A + 5B)	\$15,949.65
6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITHHOLDING (Line 4 less Line 5 Total)	\$303,043.35
7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITIONS (Line 14 from all prior Requisitions)	\$159,984.75
8. CURRENT PAYMENT DUE	\$143,058.60
9. AMOUNT WITHHELD BY CPM	\$0.00
REASONS:	
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9)	\$143,058.60
11. AMOUNT WITHHELD BY EAO	\$0.00
REASONS:	
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less Line 11)	\$143,058.60
13. AMOUNT WITHHELD BY CFO	\$0.00
REASONS:	
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less Line 13)	\$143,058.60

CONTRACTOR'S CERTIFICATE

The undersigned Subcontractor certifies that all units, quantities, and prices of work and material shown on this estimate are correct; that all work has been performed and materials supplied in full accordance with terms and conditions of the contract between NAVILLUS CONTRACTING INC, and "Subcontractor" dated "Subcontract Date", and all authorized changes thereto; that all Contract reports are attached; that all outstanding claims for labor, materials and equipment for the performance of said contract, have been paid in full in accordance with the requirements of said Contract, except the outstanding claims listed in the attached sheet, "Certificate of Contractor to the Comptroller"; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "Current Payment Due" has been received.

Signature _____ Federal taxpayer I.D.# 86-0667700
Name (Print) Ron Sirtonski Date March 21, 2006
(Invoice Date)
Title (Print) Accountant

CONSTRUCTION PROJECT MANAGER'S CERTIFICATE

I cer. / that I have verified this estimate and that to the best of my knowledge and belief it is a true and correct statement of the work performed and materials supplied by the Contractor and that all work and material included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding construction contract documents and authorized changes thereto. I further certify that I have verified that certificates of non-discrimination have been obtained from the Contractor and all Subcontractors who performed any work covered by this payment and that the Subcontractor's Payment Form, if applicable to this payment, has been obtained.

Contract Time _____ Signature _____ Date: _____
Time Consumed to Date _____ Name (Print) _____
Time Elapsed _____ Title (Print) _____
Work Completed _____ If CM signature above, Accepted by DDC Employee:

(DDC Employee Signature)

(Sign-off Date)

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISIONS OF STRUCTURES

PAYMENT REQUISITION: Part C

Estimate for Contract Payment No. #4

(Contractor to attach Part A and complete Lines 1 - 8 and Contractor's Certificate)

1. ORIGINAL CONTRACT SUM	\$ 412,000.00
2. NET CHANGE BY APPROVED, REGISTERED CHANGE ORDERS	\$ 54,116.68
3. CONTRACT SUM TO DATE(1 + OR - 2)	\$ 466,116.68
4. TOTAL COMPLETED & STORED (Column H on Part A&B)	\$ 466,116.68
5. RETAINAGE/STORED MATERIALS WITHHOLDING	
A. 1 % of Completed Work (Columns E + F on Part A&B)	\$ -
B. 5 % of Completed Work (Columns E + F on Part A&B)	\$ 23,305.83
C. 15 % of Stored Material (Columns G on Part A&B)	\$ -
D. 25 % of CM Basic Fee (Construction Phase only) (Columns G on Part A&B)	\$ -
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in Part A + 5B)	\$ 23,305.83
6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITHHOLDING (Line 4 less Line 5 Total)	\$ 442,810.85
7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITIONS (Line 14 from all prior Requisitions)	\$ 325,653.35
8. CURRENT PAYMENT DUE	\$ 117,157.50
9. AMOUNT WITHHELD BY CPM	\$0.00
REASONS:	
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9)	\$ 117,157.50
11. AMOUNT WITHHELD BY EAO	\$0.00
REASONS:	
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less Line 11)	\$ 117,157.50
13. AMOUNT WITHHELD BY CFO	\$0.00
REASONS:	
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less Line 13)	\$ 117,157.50

CONTRACTOR'S CERTIFICATE

The undersigned Subcontractor certifies that all units, quantities, and prices of work and material shown on this estimate are correct; that all work has been performed and materials supplied in full accordance with terms and conditions of the contract between **NAVILLUS CONTRACTING INC.**, and "Subcontractor" dated "Subcontract Date", and all authorized changes thereto; that all Contract reports are attached; that all outstanding claims for labor, materials and equipment for the performance of said contract, have been paid in full in accordance with the requirements of said Contract, except the outstanding claims listed in the attached sheet, "Certificate of Contractor to the Comptroller"; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "Current Payment Due" has been received.

Signature *Carolyn Hahn* Federal taxpayer I.D.# 86-0667700
 Name (Print) Carolyn Hahn Date April 20, 2006
 Title (Print) Accountant (Invoice Date)

CONSTRUCTION PROJECT MANAGER'S CERTIFICATE

I certify that I have verified this estimate and that to the best of my knowledge and belief it is a true and correct statement of the work performed and materials supplied by the Contractor and that all work and material included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding construction contract documents and authorized changes thereto. I further certify that I have verified that certificates of non-discrimination have been obtained from the Contractor and all Subcontractors who performed any work covered by this payment and that the Subcontractor's Payment Form, if applicable to this payment, has been obtained.

Contract Time _____ Signature _____ Date: _____
 Time Consumed to Date _____ Name (Print) _____
 Time Elapsed _____ Title (Print) _____
 Work Completed _____ If CM signature above, Accepted by DDC Employee:

(DDC Employee Signature)

(Sign-off Date)

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISIONS OF STRUCTURES

PAYMENT REQUISITION: Part C

Estimate for Contract Payment No. 5

(Contractor to attach Part A and complete Lines 1 - 8 and Contractor's Certificate)

1. ORIGINAL CONTRACT SUM	\$ 412,000.00
2. NET CHANGE BY APPROVED, REGISTERED CHANGE ORDERS	\$ 65,996.68
3. CONTRACT SUM TO DATE (1 + OR - 2)	\$ 477,996.68
4. TOTAL COMPLETED & STORED (Column H on Part A&B)	\$ 505,981.19
5. RETAINAGE/STORED MATERIALS WITHHOLDING	
A. 1 % of Completed Work (Columns E + F on Part A&B)	\$ -
B. 5 % of Completed Work (Columns E + F on Part A&B)	\$ 25,299.06
C. 15 % of Stored Material (Columns G on Part A&B)	\$ -
D. 25 % of CM Basic Fee (Construction Phase only) (Columns G on Part A&B)	\$ -
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in Part A + 5B)	\$ 25,299.06
6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITHHOLDING (Line 4 less Line 5 Total)	\$ 480,682.13
7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITIONS (Line 14 from all prior Requisitions)	\$ 442,810.85
8. CURRENT PAYMENT DUE	\$ 37,871.28
9. AMOUNT WITHHELD BY CPM	\$0.00
REASONS:	
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9)	\$ 37,871.28
11. AMOUNT WITHHELD BY EAO	\$0.00
REASONS:	
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less Line 11)	\$ 37,871.28
13. AMOUNT WITHHELD BY CFO	\$0.00
REASONS:	
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less Line 13)	\$ 37,871.28

CONTRACTOR'S CERTIFICATE

The undersigned Subcontractor certifies that all units, quantities, and prices of work and material shown on this estimate are correct; that all work has been performed and materials supplied in full accordance with terms and conditions of the contract between NAVILLUS CONTRACTING INC, and "Subcontractor" dated "Subcontract Date", and all authorized changes thereto; that all Contract reports are attached; that all outstanding claims for labor, materials and equipment for the performance of said contract, have been paid in full in accordance with the requirements of said Contract, except the outstanding claims listed in the attached sheet, "Certificate of Contractor to the Comptroller"; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "Current Payment Due" has been received.

Signature Carolyn Hahn Federal taxpayer I.D.# 86-0667700
 Name (Print) Carolyn Hahn Date May 20, 2006
 Title (Print) Accountant (Invoice Date)

CONSTRUCTION PROJECT MANAGER'S CERTIFICATE

I certify that I have verified this estimate and that to the best of my knowledge and belief it is a true and correct statement of the work performed and materials supplied by the Contractor and that all work and material included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding construction contract documents and authorized changes thereto. I further certify that I have verified that certificates of non-discrimination have been obtained from the Contractor and all Subcontractors who performed any work covered by this payment and that the Subcontractor's Payment Form, if applicable to this payment, has been obtained.

Contract Time _____ Signature _____ Date: _____
 Time Consumed to Date _____ Name (Print) _____
 Time Elapsed _____ Title (Print) _____
 Work Completed _____ If CM signature above, Accepted by DDC Employee:

(DDC Employee Signature)

(Sign-off Date)

09/08/08 FRI 12:42 LTT/RT NO 58571

Canus Construction Copy

PUNCH LIST ITEMS FOR CANUS CONSTRUCTION
OFFICE OF EMERGENCY
165 Cadman Plaza East
Brooklyn, New York 11201

The undersigned agrees that the punch list items listed below are correct, and cover the full extent of all deficiencies to millwork items provided by Canus Construction. Once all items are completed, the undersigned will sign off on these items as complete. This agreement will stand that any damage that may occur to millwork after that time, during the remainder of the project by any other party, to the finish or structure of the millwork will not fall under Warranty or punch list. Any items if damaged and require re-fabrication or repair will be billed at normal price, and will be subject to any lead times set by Canus Construction.

Room 1-1:

- Touch-ups on wood finish at desk.
- Gap between stone and wood revealed to be filled.
- Cut-outs for electrical in desk to be painted black.
- Reveals in stone base behind desk to be installed.
- Reveals in stone wall panel adjacent to diffuser to be finished.
- Reveals behind desk above and below tan wall panel to be finished.
- Reveals at stone and drywall next to exit to be finished.
- Check + Repair All Reveals @ Outside Corners of stone.

Room 1-2

- Reveals at stone and drywall next to reception to be finished.
- Reveals in stone soffit above Door 1A to be finished.

Room 1-3

- Reveals in stone wall panel to be finished.

Room 1-4

- Reveals in stone soffit above Door 48 to be finished.
- Touch-ups on wood finish at security desk.
- Cut-outs for electrical in desk to be painted black.

Room 1-5

- Reveals in stone soffit above Door 48 to be finished.
- Carb hole for Coordinator, coordinate w/ Security Contractor.

CANUS CONSTRUCTION INC.

RECEIVED
SEP 08 2006

09/08/08 FRI 12:42 PM 90/80/60
[1989 ON YH/XL] 25:21 INJ NO 58677

Room 1-18

Reveals to be installed between drywall and stainless frames at Door 18A & 18B.

Reveals to be installed @ fabric panels.

Room 1-24

Chips in upper cabinet backs to be repaired.

Cabinet doors to be adjusted.

Countertop to be siliconed.

Room 1-26

(2) Coat hooks to be installed (Location to be determined by architect)

↳ 4' 0 AFF

Room 2-2

(2) Coat hooks to be installed (Location to be determined by architect)

↳ 4' 0 AFF

Room 2-30

Countertop to be siliconed.

(1) Coat hook to be installed @ 4' 0 AFF
@ South Wall

Room 2-31

Seam in Corian countertop to be repaired.

Room 2-36

Cabinet doors to be adjusted.

Countertop to be siliconed.

Door 2-35A

Frame to be adjusted to accept door.

Gap between frame and stop to be filled.

Door closer to be adjusted.

Touch-ups required at door and frame.

09/08/08 FRI 12:42 [TX/RX NO 5857]

Door 2-37A

- ☒ Door closer to be adjusted.
- ☒ Touch-ups required at door and frame.

Door 2-37B

- ☒ Hinge side of frame to be re-veneered.
- ☒ Door closer to be adjusted.
- ☒ Touch-ups required at door and frame.

Door 2-39A

- ☒ Frame to be adjusted to accept door.
- ☒ Door closer to be adjusted
- ☒ Touch-ups required at door and frame.

Room 3-5

- ☒ Reveals in fabric panels to be finished.

Room 3-6

- ☒ Countertop to be siliconed.
- ☒ Release cabinet pulls from Silhouette Room to cabinets above window.

Room 3-10

- ☒ Corian ledges to be sealed to wall paneling.
- ☒ Speaker covers to be made larger to cover entire panel section.
- ☒ Handles to be removed on floors below Corian ledges.
- ☒ Magnetic catches to be adjusted below Corian ledges.
- ☒ Reveals in fabric panels to be finished.

Room 3-11

- ☒ Seam to be filled where Marlite panels meet drywall.
- ☒ Touch-ups required at podium.
- ☒ Wood base to be held in place with Velcro at podium.

① ☒ Reveals to be installed @ fabric panels

09/08/06 FRI 12:42 PM 90/80/60 [TX/RX NO 5857]

Room 3-15

- ☒ Reveals in fabric panels to be finished.
- ☒ Reveal to be installed at stainless grills.

Room 3-17

- ☒ Cabinet doors to be adjusted.
- ☒ Upper Cabinet braces to receive cover caps.
- ☒ Door silencers to be installed on upper cabinet doors.

Room 3-23

- ☒ Reveals in fabric panels to be finished.

Door 3-3

- ☒ Frame to be adjusted to accept door.
- ☒ Touch-ups required at door and frame.
- ☒ Door closer to be adjusted.

Door 3-4

- ☒ Touch-ups required at door and frame.
- ☒ Reveal to be re-attached.
- ☒ Door closer to be adjusted.

Door 3-5

- ☒ Touch-ups required at door and frame.
- ☒ Door closer to be adjusted.

Door 3-6

- ☒ Touch-ups required at door and frame.

Door 3-7A

- ☒ Touch-ups required at door and frame.
- ☒ Door stop to be adjusted on hinge side to prevent binding.
- ☒ Door silencers to be installed.

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Door 3-8A

- Touch-ups required at door and frame.
- Door closer to be adjusted.
- Gap between door stops and frame to be filled.
- Left door bottom, conflicting with carpet.

Door 3-10A

- Touch-ups required at door and frame.
- Frame to be re-secured to prevent binding.
- Door closer to be adjusted.

Door 3-10B

- Touch-ups required at door and frame.
- Gap between door stops and frame to be filled.
- Satin trim to be re-installed on lockset.

Door 3-10C

- Header of frame to be re-veneered.
- Touch-ups required at frame.

Door 3-11B

- Door Header to be painted black.

Doors 3-11C, 11D, 11E, 11F

- 1/4" reveals to be cut into door jambs. (Height to match drywall reveals)
- Roller catches at top of door to be adjusted.
- Correct conflict between door & carpet at top of NE corner

Doors 3-11

- Roller catches at top of door to be adjusted.

The remaining items (A,B,C,D,E) have been completed.

for Ryan Mullins

Jim Dwyer (Navillus)

Sept 8/06

I agree the above encompasses all punch-list items for Canus Construction
Signature: NH Name: Northam Huxley Date: 9/17/06

I agree all items listed above have been dealt with, and completed as required. (Except for items A,B,C,D+E as noted)
Signature: NH Name: Northam Huxley Date: 9/17/06

- GC to perform paint + sealant touch-ups as required